

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 1 7	
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN ROAD, SUITE 2954 FT. BELVOIR, VIRGINIA 22060-6222 BUYER/SYMBOL- CHRISTINE HOPPER DESC-BFA PHONE - 703-767-9254		7. ADMINISTERED BY (If other than Item 6) SP0600		CODE		
8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State, and ZIP Code)				(U)		9A. AMENDMENT OF SOLICITATION NO. SP0600-05-R-0088
				X		9B. DATED (SEE ITEM 11) JANUARY 14, 2005
						10A. MODIFICATION OF CONTRACT/ORDER NO.
						10B. DATED (SEE ITEM 13)
CODE		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<p>[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended [X] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return <u> </u> copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)						
CONTINUED ON PAGE 2						
Except as provided herein, all terms and conditions of the document referenced in Items 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Debra Simpson-Mayeux		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA <i>Debra Simpson-Mayeux</i> (Signature of Contracting Officer)		16C. DATE SIGNED 24 Mar 05

1. The following changes are made to the Solicitation:
 - a. Reference DD Form 1707, Block 7 – Additional Information Cont'd, paragraph o. **The negotiations close date is revised to April 25, 2005.**
 2. The following changes are made to the Addendum Package (changes need to also be made in the index and cover sheet accordingly):
 - a. The following Clause **C16.09-5 TURBINE FUEL, AVIATION (JET A-1) WITH FUEL SYSTEM ICING INHIBITOR (FSII), CORROSION INHIBITOR (CI), AND STATIC DISIPATOR ADDITIVE (SDA)(F35)(AFGHANISTAN/PAKISTAN)(DESC MAR 2005)** is hereby deleted and replaced by Clause **C16.09-5 TURBINE FUEL, AVIATION (JET A-1) WITH FUEL SYSTEM ICING INHIBITOR (FSII), CORROSION INHIBITOR (CI), AND STATIC DISIPATOR ADDITIVE (SDA)(F35)(AFGHANISTAN/PAKISTAN)(DESC MAR 2005)REV** which appears on Page 2 of this amendment.
 3. The following changes are made to the Offer Submission Package (changes need to also be made in the index and cover sheet accordingly):
 - a. The following Clause **B25.04.100 ECONOMIC PRICE ADJUSTMENT FOR TRANSPORTATION (AFGHANISTAN/PAKISTAN)(DESC JAN 2005)** is hereby deleted and replaced by Clause **B25.03 ECONOMIC PRICE ADJUSTMENT FOR TRANSPORTATION (AFGHANISTAN/PAKISTAN)(DESC FEB 2005)** which appears on Page 3 of this amendment.
 - b. The following Clause **L2.05-2 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (BULK)(DESC JAN 2004)** is hereby deleted and replaced by Clause **L2.05-2 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (BULK)(DESC MAR 2005)** which appears on Page 4 of this amendment.
- C16.09-5 TURBINE FUEL, AVIATION (JET A1) WITH FUEL SYSTEM ICING INHIBITOR (FSII), CORROSION INHIBITOR (CI), AND STATIC DISSIPATOR ADDITIVE (SDA) (F35) (AFGHANISTAN/PAKISTAN) (DESC MAR 2005) (REV)**
- Aviation Turbine Fuel, Jet A1, shall conform to Defense Standard 91-91, Issue 5, dated February 8, 2005, except as modified below:
- (a) **APPEARANCE.** The appearance requirement of Table I is deleted and replaced with the following: "At the time of Government acceptance, the finished fuel shall be visually free from undissolved water, sediment, or suspended matter and shall be clear and bright when tested in accordance with ASTM D 4176, Procedure 1. In case of dispute, the fuel shall be clear and bright at 21 degrees Celsius (70 degrees Fahrenheit) and shall contain no more than 1.0 mg/L of particulate matter."
 - (b) **CLEANLINESS.** Test limits for particulate matter and filtration time shall be as specified in MIL-DTL-833133E, Table I. The test procedure for assessing these properties shall be MIL-DTL-833133E, Appendix A. The maximum particulate content must be 1.0 mg/L. The maximum filtration time shall be 15 minutes. A minimum sample size of 3.79 liters (1 U.S. gallon) must be filtered. Alternative methods for determination of particulate contamination shall be ASTM D 5452 or ASTM D 2276.
 - (c) **ADDITIVE REQUIREMENTS (The Contractor shall furnish and inject the following additives, as required).** Additives shall not be premixed with other additives before injection into the fuel so as to prevent possible reactions among the concentrated forms of different additives.
 - (1) Immediately after processing, antioxidants shall be added to hydrotreated fuels. Antioxidants and concentrations listed in Defence Standard 91-91, Issue 4, will be added to a fuel (or a fuel component) that has been hydroprocessed. This must be done immediately after hydroprocessing and prior to the product or component being passed into storage, in order to prevent peroxidation and gum formation after manufacture.
 - (2) Corrosion Inhibitor/Lubricity Improver (CI/LI) additive(s) shall be added of the type and concentration cited by QPL 25017 (latest revision). As of the date of this clause, QPL 25017-20, dated May 31, 2004, is the current version. Only the following CI/LI additives are approved for shipment to North Atlantic Treaty Organization (NATO) countries:

C16.09-5 CONT'D

<u>INHIBITOR</u>	<u>CONCENTRATION, GRAMS/CUBIC METER</u>
Apollo PRI-19	18 - 22.5
Octel DCI-4A	9 - 22.5
Hitec 580	15 - 22.5
Nalco 5403	12 - 22.5
Tolad 4410	9 - 22.5

(3) Fuel System Icing Inhibitor (FSII) Diethylene Glycol Monomethyl Ether (DiEGME), in accordance with MIL-DTL-85470, shall be added at a concentration of 0.10 - 0.15 volume percent.

(4) Static Dissipator Additive (SDA) shall be added to the fuel to impart electrical conductivity in accordance with Defence Standard 91-91, Issue 4. However, the conductivity level shall be between 150 and 450 pS/m.

(DESC 52.246-9FNB)

**B25.03 ECONOMIC PRICE ADJUSTMENT FOR TRANSPORTATION (AFGHANISTAN/PAKISTAN)
(DESC FEB 2005)**

(a) The price of product under this clause is inclusive of transportation charges from point of shipment to destination. The transportation component of the price is _____ cents per gallon. This transportation component of the price shall be subject to adjustment based upon Government-approved cartage rate charges. The cartage rate changes are published quarterly by the Transport and Logistics Subcommittee of the Oil Companies Advisory Committee (OCAC) of the government of Pakistan.

(b) The amount of the adjustment will be calculated by multiplying the transportation component of the price by the cartage rate increase or decrease and then adding to or subtracting this amount from the contract price.

A sample calculation for a cartage rate increase is given below:

Price of product:	\$1.00 per gallon
Transportation component of the price included in award price	\$1.10 per gallon
Cartage rate increase for next quarter	1.5 percent
Multiplying transportation component by cartage rate	
Increase to obtain amount of the price change	$\$1.10 \times 0.015 = \0.015
Add amount of price change to the contract price of product	$\$1.00 + \$0.015 = \$1.015$

(c) The Contractor shall provide the Contracting Officer a written copy of the OCAC change in the cartage rate. The contract price shall be adjusted upward or downward as of the date of the quarterly cartage rate. The award price reflects the cartage rate changes for the latest quarter, issued _____. Thus, the first increase in the price due to change in the cartage rates should occur in _____.

(1) Any increases shall apply only to deliveries made on or after the receipt by the Contracting Officer of a written notification from the Contractor of such increase.

(2) Any decreases shall apply to all deliveries made on or subsequent to the effective date of such decrease.

(d) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT.** For the purpose of determining when a ceiling is reached, both the ECONOMIC PRICE ADJUSTMENT clause and this clause will be considered together.

(e) **FAILURE TO DELIVER.** Notwithstanding any other provisions of this clause, no upward adjustment shall apply to product scheduled under the contract to be delivered before the effective date of the adjustment, unless the Contractor's failure to deliver according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of paragraphs (f), Excusable Delays, and (m), Termination for Cause, of the CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS clause of this contract, in which case the contract shall be amended to make an equitable extension of the delivery schedule.

(f) The Contractor warrants that to the extent adjustment is provided for contingencies in transportation, allowances for such contingencies are not included in the award price.

(DESC 52.216-9F37)

L2.05-2 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (BULK) (DESC MAR 2005)

(a) **NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE AND SMALL BUSINESS SIZE STANDARD.** The NAICS code for this acquisition is **324110**. The small business size standard is **1,500** employees: **125,000 bpcd throughput and 90% refined by small business**. However, the small business size standard for a concern that submits an offer in its own name, but that proposes to furnish an item that it did not itself manufacture, is 500 employees, including all affiliates.

(b) **SUBMISSION OF OFFERS.** Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt;
- (3) The name, address, and telephone, and facsimile number of the offeror (and electronic address if available);
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different from mailing address;
- (8) A completed copy of the representations and certifications in the certification package. **See FAR 52.212-3(j) for those representations and certifications that the offeror shall complete electronically;**
- (9) Acknowledgment of solicitation amendments;
- (10) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation;

(11) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office;

(12) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(13) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or that reject the terms and conditions of the solicitation may be excluded from consideration.

(c) **PERIOD FOR ACCEPTANCE OF OFFERS.** The offeror agrees to hold the prices in its offer firm for 180 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) **PRODUCT SAMPLES.** When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) **MULTIPLE OFFERS.** Offerors are encouraged to submit multiple offers presenting alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) **LATE SUBMISSIONS, MODIFICATIONS, REVISIONS, AND WITHDRAWALS OF OFFERS.**

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2) (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "**late**" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

L2.05-2 CONT'D

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) CONTRACT AWARD (not applicable to Invitations for Bids).

The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. While the Government intends to evaluate offers and award a contract after oral or written discussions with offerors, it reserves the right not to conduct discussions, as determined by the Contracting Officer. However, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. The Government reserves the right not to conduct discussions as determined by the Contracting Officer. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(5) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(6) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(h) **MULTIPLE AWARDS.** The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the offer.

(i) AVAILABILITY OF REQUIREMENTS DOCUMENTS CITED IN THE SOLICITATION.

(1) (i) The GSA Index of Federal Specifications, Standards, and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

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GSA FEDERAL SUPPLY SERVICE SPECIFICATIONS SECTION
470 EAST L'ENFANT PLAZA SW, SUITE 8100
WASHINGTON DC 20407
TELEPHONE: (202) 619-8925
FAX: (202) 619-8978

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained either through the Defense Standardization Program Internet website at <http://www.dsp.dla.mil> or from the-

DEPARTMENT OF DEFENSE SINGLE STOCK POINT (DoDSSP)
BUILDING 4 SECTION D
700 ROBBINS AVENUE
PHILADELPHIA PA 19111-5094
TELEPHONE: (215) 697-2667/2179
FAX: (215) 697-1462

- (i) Automatic distribution may be obtained on a subscription basis.
- (ii) Order forms, pricing information, and customer support information may be obtained--
 - (A) By telephone at (215) 697-2667/2179; or
 - (B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) **DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER.** (Applies to offers exceeding \$25,000 and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) **CENTRAL CONTRACTOR REGISTRATION (CCR).** Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) **DEBRIEFING.** If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

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(4) A summary of the rationale for award.

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(FAR 52.212-1, **tailored**/DESC 52.212-9F05)